

ALLROC FINE AGGREGATES LLC
W. David Weston
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Salt Lake City, Utah 84101
Phone: 801-706-3462

RECEIVED

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April 28, 2012

DIV OF OIL, GAS, & MINING

Sent Facsimile (435) 743-3135 and First Class Mail

Jerry Mansfield
Geologist
Fillmore Field Office
Bureau of Land Management
35 East 500 North
Fillmore, Utah 84631

Re: Modification mineral sale agreement, request to recover material for material testing.

Dear Mr. Mansfield:

I am writing to memorialize our discussions in the meeting in your office last Wednesday and to express appreciation for your assistance in consummating the mineral sales agreement for the Black Rock quarry.

At our meeting I expressed the possibility of closing and reclaiming the Black Rock quarry either next year or the year following and moving the fine aggregate processing operation I am now conducting at Black Rock to the Shalecrete No. 1 placer mining claim, UMC 367287, which consists of an 80 acre aliquot part of section is W 1/2, NW 1/4, Section 24, Township 17.0 S, Range 13.0 W, Salt Lake Meridian. This same claim covers the ground in which Stone Cover is seeking a mineral sales agreement for producing ground cover. The mineral of interest is the Marjum limestone. This rock is pure black and has chemical properties that would make it suitable as a light weight aggregate filler in asphalt topping mixes.

The mineral sales agreement I signed while in your office has an ambiguity in that one clause would provide for no refund of any surplus purchase funds, while another clause states that any unused purchase funds will be refunded. To accommodate the possibility of the aforesaid relocation you agreed to discuss with your manager striking out the contract provision providing for no refund in favor of the clause providing for a refund of unused advance purchase funds. Reforming the agreement to make sense (a condition of good contract law) would enable Allroc to close the quarry and resume a new mineral sales agreement at the Marjum site without suffering a penalty. I am requesting that the BLM reform the agreement by striking an initialing the contract provision that provides for no refund, which would make the clause providing for a refund for any amounts not purchased or utilized controlling. I appreciate your efforts in this regard and look forward to your forwarding the completed agreement when signed by the BLM with this correction.

Additionally, I am requesting the BLM permit me to remove the surplus crushed marjum limestone material located on the Shalecrete claim (not more than 10 tens). I believe this material was left over from a prior claimant, Richard Stone, which should have been removed as a part of his reclamation. I am enclosing a picture of this material. My intent is to process this material at the Blackrock plant, to be delivered to Sealcoat Supply in Layton to enable them to test the material in their laboratory to determine the desirability of using this material in their sealcoat formulae. This area is bonded as part of the Stone Cover operating plan and should require no remediation. I would appreciate your expediting this request as I have a dump truck and loader available to move this material, which I might not have available at a later date.

Once again let me thank you for your assistance in these matters.

Kindest regards

A handwritten signature in black ink, appearing to read 'W. David Weston', with a stylized, flowing script.

W. David Weston

cc: Peter Brinton DOGM S270114

